

1 BILL NO. S-82-07-07

2 SPECIAL ORDINANCE NO. S-121-82

3 AN ORDINANCE approving an Agreement
4 with Howard Martin, Inc., for the
construction of a sanitary sewer.

5 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
6 FORT WAYNE, INDIANA:

7 SECTION 1. That the Agreement dated June 16, 1982
8 between the City of Fort Wayne, by and through its Mayor and
9 the Board of Public Works and Howard Martin, Inc., Owner, for:

10 SANITARY SEWER

11 Lateral #1. Beginning at an existing 48-inch sanitary
12 sewer interceptor constructed by Resolution 332-1980
at a point approximately 1050+ LF South of the center-
13 line intersection of Meyer Road and Hoevel Road;
thence due North 703+ LF terminating at a proposed
14 manhole.

15 Lateral #2. Beginning at aforescribed 48-inch
sanitary sewer interceptor at a point located 30+
16 LF East of and 1560+ LF South of the intersection of
Meyer Road and Hoevel Road; thence North along and
17 parallel to said Meyer Road 800+ LF to a proposed
manhole; thence due East 300+ LF terminating at a
18 proposed manhole,

19 of which the Owner shall pay the entire cost and expense of
20 the construction of said sewer, all as more particularly set
21 forth in said Agreement, which is on file in the Office of the
22 Board of Public Works, and is by reference incorporated herein,
23 made a part hereof, and is hereby in all things ratified,
24 confirmed and approved. Two copies of said Agreement are on
25 file with the Office of the City Clerk and made available for
public inspection, according to law.

26 SECTION 2. That this Ordinance shall be in full force
27 and effect from and after its passage and any and all necessary
28 approval by the Mayor.

29
30
31 APPROVED AS TO FORM
AND LEGALITY


Councilmember

32 
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns,
seconded by Stier, and duly adopted, read the second time
by title and referred to the Committee City Utilities (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, 19____, the _____ day of
_____, at _____ o'clock ____M., E.S.T.

DATE: 7-13-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Burns,
seconded by Stier, and duly adopted, placed on its
passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
BRADBURY	<u>X</u>	_____	_____	_____	_____
BURNS	<u>X</u>	_____	_____	_____	_____
EISBART	<u>X</u>	_____	_____	_____	_____
GIAQUINTA	<u>X</u>	_____	_____	_____	_____
NUCKOLS	_____	_____	_____	<u>9</u>	_____
SCHMIDT	<u>X</u>	_____	_____	_____	_____
SCHOMBURG	<u>X</u>	_____	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____	_____

DATE: 7-27-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. 1-121-82
on the 27th day of July, 1982.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 28th day of July, 1982, at the hour of
11:30 o'clock PM, E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 28th day of July
1982, at the hour of 4 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

BILL NO. S-82-07-07

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving an Agreement with Howard Martin, Inc., for the
construction of a sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE 80 PASS.

PAUL M. BURNS - CHAIRMAN

MARK E. GIAQUINTA - VICE CHAIRMAN

JAMES S. STIER

JANET G. BRADBURY

ROY J. SCHOMBURG

Paul M. Burns
Mark E. Giaquinta
James S. Stier
Janet G. Bradbury
Roy Schomburg

7-27-82

CONCURRED IN

DATE CHARLES W. CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

June 21, 1982

The Common Council
Fort Wayne, Indiana

SUBJECT: Meyer Road Sanitary Sewer Extension

Gentlemen and Mrs. Bradbury:

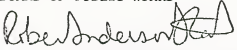
The Board of Public Works is entering into an Agreement for a Sewer Extension with Howard Martin, Inc. for the construction of a sanitary sewer extension. Since the developer owns all of the land affected, there will be no City monies involved or reimbursement contract requested.

The contractor, John Dehner, Inc., has requested "Prior Approval" so that they may begin work as soon as possible. Due to the serious problem with the Septic System in that area the contractor would like to start work immediately.


A special ordinance for formal approval will be submitted in the near future.

Sincerely,


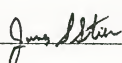


BOARD OF PUBLIC WORKS


Roberta Anderson Staten, Member

CITY OF FORT WAYNE


Win Moses, Jr., Mayor

APPROVED:

ATTEST:


Charles Westerman, City Clerk

sjh

attachments

HI

72-9-23
6/16/82

A G R E E M E N T
F O R
S E W E R E X T E N S I O N

THIS AGREEMENT, made in triplicate, this 16 day of June, 1982, by and between HOWARD MARTIN, INC., an Indiana Corporation, herein-after referred to as "OWNER," and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY," WITNESSETH, THAT:

WHEREAS, the Owner desires to construct a local sanitary sewer described as follows:

Lateral #1

Beginning at an existing 48-inch sanitary sewer interceptor constructed by Resolution 332-1980 at a point approximately 1050± LF East of and 1060± LF South of the centerline intersection of Meyer Road and Hoevel Road; thence due North 703± LF terminating at a proposed manhole.

Lateral #2

Beginning at aforescribed 48-inch sanitary sewer interceptor at a point located 30± LF East of and 1560± LF South of the intersection of Meyer Road and Hoevel Road; thence North along and parallel to said Meyer Road 800± LF to a proposed manhole thence due East 300± LF terminating at a proposed manhole.

Said sewer shall be 8-inches in diameter, in accordance with plans, specifications and profiles heretofore submitted to and approved by City and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of City and known as Meyer Road sanitary sewer extension which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Owner has an interest, but also an adjoining land area noted as Exhibit "A."

WHEREAS, the total cost of construction of said sewer is represented to be Six Thousand Two Hundred (\$6,200.00) Dollars, including related Engineering and Inspection fees.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

Owner shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by City under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of City until final acceptance by City. Upon acceptance by City, said sewer shall become the property of City and City shall accept sewage therefrom subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

Owner agrees to pay the entire cost and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to hold City harmless from any liability for claims connected therewith.

3. AREA OF OWNER

Said sewer when accepted by the City will serve the following described real estate:

The West Half of the Northwest Quarter of Seciton 21,
Township 31 North, Range 13 East containing 72.12
Acres.

As Owner will pay for the cost of construction of said sewer, it it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage charges as are customarily charged by City for connections to City sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION CHARGE

An area connection charge of Seven Hundred (\$700.00) Dollars per acre must be paid to City at the time of connection. This area connection charge represents the installation and/or oversizing cost expended by City for sewer treatment system known as the North Maumee Study Area, Resolutions 331-80, 332-80, 334-80, 336-80 and a portion of Water Pollution Control Treatment Plant Expansion.

5. BOND

This contract is subject to Owner and/or his contractor furnishing a satisfactory Guaranty Bond as all construction is on Owner's land for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by City.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

Owner for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Owner for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Owner further agrees that any deeds, contractors, or other instruments of conveyance made by Owner, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from Owner, his successors and assigns by any grantee, vendee or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee or contract purchaser and their successors in title.

Owner further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309-395).

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of the City, by duly appointed Ordinance and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first written above.

OWNER: HOWARD MARTIN, INC.

By Tom Martin
Tom Martin

Title: President

CITY, by its Mayor
Win Moses, Jr.
Win Moses, Jr.

BOARD OF PUBLIC WORKS
Stephen A. Bailey
Stephen A. Bailey, Chairman
Roberta Anderson Staten
Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sealed Kennedy
Clerk, Board of Public Works

APPROVED as to form and legality:

Richard E. Enslin
Richard E. Enslin, Associate
City Attorney

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Martin, and executed the foregoing Agreement as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 14th day of June, 1982.

Richard E. Enslin
NOTARY PUBLIC

My Commission Expires:

September 8, 1983

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Win Moses, Jr., Mayor and Stephen A. Bailey, Chairman and Roberta Anderson Staten, and Betty R. Collins, as Members of the Board of Public Works of the City of Fort Wayne, and executed the above and foregoing Agreement as and for their voluntary act and deed for the uses and purposes therein contained.



WITNESS my hand and notarial seal this 16 day of June, 1982.

Donald E. Kennedy
NOTARY PUBLIC

My Commission Expires:

March 5, 1984

This instrument prepared by:

C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

TITLE OF ORDINANCE Meyer Road Sanitary Sewer Extension Agreement

182-07-07

DEPARTMENT REQUESTING ORDINANCE

Board of Public Works

SYNOPSIS OF ORDINANCE An agreement between Howard Martin, Inc., (owner) and the

City of Fort Wayne, Indiana (city) whereby the owner desires to construct a local

sanitary sewer described as follows: LATERAL #1 - beginning at an existing 48"

sanitary sewer interceptor constructed by Res. 332-80 at a point approximately 1050+ LF

east of and 1060+ LF south of the centerline intersection of Meyer Road and Hoevel Road;

thence due north 703+ LF terminating at a proposed manhole. LATERAL #2 - beginning at

aforedescribed 48" sanitary sewer interceptor at a point located 30+ LF east of and 1560+ LF

south of the intersection of Meyer Road and Hoevel Road; thence north along and parallel

to said Meyer Road 800+ LF to a proposed manhole thence due east 300+ LF terminating at a

proposed manhole. Said sewer shall be 8" in diameter, all in accordance with plans,

specifications and profiles approved by the city.

Prior Approval was requested and received on June 22, 1982.

EFFECT OF PASSAGE serious problem with septic system will be alleviated.

EFFECT OF NON-PASSAGE will not be able to use sewer system for disposal of sewage

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) no city monies involved

ASSIGNED TO COMMITTEE